



Request for Quotation

Arizona Department of Commerce

QUOTATION NO.: Q016-09

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1700 W. Washington, Suite B-32

DUE DATE: September, 22,
2008

AT 5:00 P.M. Phoenix
Local Time

OF
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Phoenix, AZ 85007

ARIZONA DEPARTMENT OF COMMERCE IS SEEKING SMALL BUSINESS PARTICIPATION PER A.R.S.41-2535

THE TERMS AND CONDITIONS INCLUDED WITH THIS FORM SHOULD BE REVIEWED AND UNDERSTOOD BEFORE PREPARING A QUOTATION. RETURN THE QUOTATION BY THE ABOVE TIME AND DATE TO THE ABOVE ADDRESS.

DELIVERY LOCATION:

VENDOR:

VENDOR CONTACT:

TELEPHONE NUMBER:

EMAIL ADDRESS:

AGENCY CONTACT: Martha Lynch

TELEPHONE NUMBER: (602) 771-1110

FAX NUMBER: (602) 771-1202

EMAIL FILTERING AND DISASTER RECOVERY SERVICE

VENDOR QUOTATION

LINE NO.	COMMODITY DESCRIPTION	QUANTITY	U/M	UNIT PRICE	EXTENDED PRICE
1	Multi-layer managed services for inbound email services for up to 190 email addresses.	190	EA		
2	Archiving of incoming email for up to 190 email addresses for minimum of 14 days	190	EA		
3	Provide full send and receive functionality for up to 190 email accounts in disaster recovery scenario	190	EA		
.	Per scope of Work ---Add more lines if needed. PLEASE NOTE EVALUATION CRITERIA ON PAGE 7. Experience, Resumes, and Examples should be attached Travel will be reimbursable at state per diem rates and only when pre-approved by the Commerce Director. Insurance will be required.				

Quotation may be Faxed to (602) 771-1202 on for before the due date noted at the top of this page.

THIS SECTION MUST BE COMPLETED BY VENDOR

PAYMENT TERMS: _____

Signature

Date

Name and Title



Offer and Acceptance

Arizona Department of Commerce Procurement Office

Suite B-32

1700 W. Washington

Phoenix, AZ 85007

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OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name:

Email

Phone:

Federal Employer Identification No.:

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99.5 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. **The bidder certifies that the above referenced organization ___is/___is not a small business with less than 100 employees or has gross revenues of \$4 million or less.**
5. **Iran Investments:** In Accordance with A.R.S. §35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.
6. **Sudan Investments:** In Accordance with A.R.S. §35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona

Awarded this

day of

20

Chief Procurement Manager



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1. PREPARATION OF QUOTATION:

- a. Erasures, interlineations or other modifications in the quotation shall be initialed in original ink by the authorized person signing the Vendor Offer.
- b. In case of error in the extension of prices in the quotation, unit price shall govern. No quotation shall be altered, amended or withdrawn after the specified quotation due time and date.
- c. Periods of time, stated as a number of days, shall be calendar days.
- d. It is the responsibility of all Offerors to examine the entire Request For Quotation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a quotation.

2. INQUIRIES: Any question related to a Request For Quotation shall be directed to the Procurement Officer whose name appears on the front. The offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.

3. LATE QUOTATION: Late Quotations shall not be considered (see A.R.S. 41-2533, Rule R2-7-C307.B).

4. WITHDRAWAL OF QUOTATION: At any time prior to a specified solicitation due time and date a Bidder (or designated representative) may withdraw the Quotation. Facsimiles, telegraphic or mailgram withdrawals shall be considered.

5. OPENING: This is an informal quotation which will not be read at a public opening; however, the information may be publicly reviewed after an award.

6. PAYMENT: In accordance with Arizona Revised Statute § 35-342, any agency which purchases or procures goods and services from a nongovernmental entity on account shall pay the account in full within thirty days after receipt of goods or services and correct notice of amount due in writing to the agency or shall pay interest on the outstanding balance at the rate of ten per cent per annum (as prescribed in § 44-1201) until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

7. TAXES: The State will pay any applicable State of Arizona transaction privilege tax and any other applicable state or local taxes on the services rendered or products supplied. No payment shall be made for any personal property taxes levied on vendor or any taxes levied on employee's wages. Applicable taxes shall be shown separately on any invoice and such sums shall be due and payable to vendor upon delivery. If claiming a tax exemption, State will provide vendor with valid tax exemption certificates. Arizona transaction privilege and use taxes shall not be considered when evaluating Offers.

8. AWARD OF CONTRACT:

- a. Notwithstanding any other provision of the Request For Quotation, the State reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all quotations, or portions thereof; or
 - (3) Reissue a Request For Quotation.
- b. A response to a Request For Quotation is an offer to contract with the State based upon the terms, conditions and specifications contained in the State's Request For Quotation. Quotations do not become contracts unless and until they are accepted by an authorized procurement officer. A contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the Terms and Conditions of the procurement contract are contained in the Request For Quotation, unless any of the Terms and Conditions are modified by a contract amendment (SPO Form 217), or by mutually agreed Terms and Conditions in the contract documents.

9. INSURANCE:



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Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:

- 9.1 Commercial General Liability with minimum limits of \$500,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$1,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);

Personal Injury;

Blanket Contractual Liability;

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;

Fire Legal Liability.

- 9.2 Business Automobile Liability, with minimum limits of \$500,000 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract. This requirement may be modified at the discretion of the State to acknowledge coverage provided by a Family Automobile Liability or Personal Automobile Liability policy endorsed to cover Business Use under this contract (in lieu of a Business Automobile Liability policy), and provide such policy also insures the vehicle(s) used in performance of this contract (in lieu of "Symbol One").

- 9.3 Workers Compensation and Employers Liability insurance as required by the State of Arizona Workers Compensation statutes, as follows:

Workers Compensation (Coverage A): Statutory Arizona benefits;

Employers Liability (Coverage B): \$ 500,000 each accident;

\$500,000 each employee/disease;

\$1,000,000 policy limit/disease.

Policy shall include endorsement for All State coverage for state of hire.

- 9.3.1 **A Sole Proprietor Waiver** shall be used for contractors who fit this category. This form applies only to State of Arizona Agencies utilizing sole proprietors with no employees. If awarded please request a form for the Arizona Department of Commerce. If you are a corporation, limited liability company, partnership or sole proprietors with employees, this form will not apply.

- 9.3.2 The Workers Compensation requirement applies separately to the primary contractor and each of the subcontractors, if any. Subcontractors that qualify as sole proprietors, may take the position they are exempt from the purchase of Workers Compensation coverage and sign the waiver (that could be one, many, all or none depending on the number of actual subs for each primary contractor). If any entity subcontracted to the primary is an employer with employees of their own (i.e. subject to, rather than exempt from, Workers Compensation laws) then each employer must individually purchase a Workers Compensation policy for their workforce. The Sole Proprietor exemption does not "apply" to subcontractors unless each sub qualifies as a Sole Proprietor on their own. Also, Workers Compensation insurance purchased for one employer covers their employees only, and never covers employees of subcontractors or other employers.



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- 9.4 Professional Liability Insurance with minimum limits of \$500,000 (Each Claim and/or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of \$1,000,000 with respect to this contract. Retroactive Liability Date (if applicable to Claims-Made coverage) shall be the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract and, at the discretion of the State of Arizona shall include **one** of the following types of Professional Liability policies:

--Directors and Officers
--Errors and Omissions
--Other (Specify profession from Scope of Work)

The State of Arizona shall be named as an Additional Insured as their interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

- 9.5. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverage's. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverage's afforded will not be canceled until at least 50 days prior written notice has been given to the State of Arizona. All coverage's, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

- 9.6 Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all moneys so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any moneys due to the contractor. Costs for coverage's broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverage's shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

Within fifteen (15) days following notification of award, certificates of insurance **must** be submitted to the Arizona Department of Commerce, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the contract.

10. **COST OF QUOTATION PREPARATION:** The State shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
11. **PUBLIC RECORD:** All quotations submitted in response to this Request For Quotation shall become the property of the State and shall become a matter of Public Record available for review, subsequent to the award notification, as provided for by the Arizona Procurement Code.
12. **TRAVEL:** When requested in writing by the Agency to perform work that requires overnight accommodations, the State will reimburse the Contractor in accordance with the current rates specified in the Rules and Regulations applicable to State Employee's travel. The Contractor shall itemize all per diem and lodging charges. State rates may be located at www.gao.state.az.us. All Travel shall be pre-approved by the Agency Director.
13. **Incorporation By Reference:** The State hereby incorporates by reference the Uniform Terms and Conditions, and the Uniform Instructions to Offerors. A copy of the text may be found at AZSPO.az.gov. If the offeror would prefer a hard copy, please contract the State Procurement Office at 100 S. 15th Avenue.



Special Instructions to Offerors

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14. Americans with Disabilities Act

People with disabilities may request a reasonable accommodation such as a sign language interpreter by contacting Martha Lynch at (602) 771-1110. Requests should be made as early as possible to allow time to arrange the accommodation.

15. Confidential Information

If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a detailed statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.

- 15.1. The information identified by the person as confidential shall not be disclosed until the director makes a written determination.
- 15.2. The director shall review the statement and information and shall determine in writing whether the information shall be withheld.
- 15.3. If the director determines to disclose the information, the director shall inform the bidder in writing of such determination.

16. Descriptive Literature

All offers must include complete manufacturer's descriptive literature regarding the software. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.

20. Electronic Documents

The State of Arizona may provide an electronic version of this procurement document. Any unidentified alteration or modification to the original document (or to any Exhibit contained therein) issued by the State shall be null and void. In those instances where modifications are identified, the original document issued by the State shall take precedence. As provided in the Uniform Instructions to Offerors, section 3.D., the recipient of any electronic document is responsible for clearly identifying any and all changes or modifications to a document upon submission to the State. An original document is on file with the Commerce Procurement Office.

21. Evaluation

In accordance with the Arizona Procurement Code 41-2535, procurements not exceeding an aggregate amount of fifty thousand dollars, awards shall be made to the responsible bidder submitting the quotation which is most advantageous to the state and conforms to the solicitation.

Proposal shall include experience, and references.
Pricing shall be by product offered.

22. Offer and Acceptance

In order to allow for an adequate evaluation, the state requires an offer in response to this solicitation to be valid and irrevocable for 30 days after the opening time and date.

23. Preparation of Quotation

Submit one original, clearly labeled "Original" and three copies of the response to the RFQ. The response is to contain a valid ink signature on the Offer and Acceptance Form SPO Form binding the offeror to provide the services listed in the contract at the price quoted and indicate compliance with the terms, conditions and requirements of the RFQ.

24. Provide a narrative addressing the product on a point by point basis. Concentrate on the ability of the offeror to satisfy the requirements and duties described in the RFQ. Keep the narrative straightforward, limited to pertinent issues and intentionally designed to demonstrate the professional nature of your work.
25. Enter the inclusive cost for services rendered on Page One, Line one. The cost is to cover all labor, fees, charges, expenses, in-state travel, in-state per diem, supplies, equipment and other item or activity used by the contractor to provide the services required.



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TERM OF CONTRACT: The term of the contract shall commence upon award and shall remain in effect for a period of one year unless canceled, terminated or extended by amendment as otherwise provided herein. Contract may have up to four (4) renewals or \$50,000 whichever comes first.

Suspension or Debarment Certification

By signing the offer section of the Offer and Acceptance page, SPO form 203, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The state also may exercise any other remedy available by law.

Suspension or Debarment Certification

By signing the offer section of the Offer and Acceptance page, SPO form 203, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The state also may exercise any other remedy available by law.

Suspension or Debarment Status

If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the bidder or offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. The state also may exercise any other remedy available by law.

Withdrawal of Quotation

At any time prior to a specified solicitation due time and date, a Bidder (or designated representative) may withdraw the Quotation. Facsimiles, telegraphic or mailgram withdrawals will/shall be considered.



Scope of Work

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1. **Background**

Pursuant to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, State Procurement Office intends to establish a contract for services as listed herein. The Arizona Dept of Commerce is in need of a Multi-layer inbound and outbound email protection managed service.

2. **GENERAL REQUIREMENTS**

- 2.1. This service shall detect and filter spam, viruses, phishing attempts, directory harvest attacks, and other inbound threats as well as custom content.
- 2.2. This service shall be able to provide an online archive of all filtered email (blocked and passed) with online search and retrieval, including attachments for at least 14 days.
- 2.3. This service shall be able to provide full send and receive functionality using a standard web browser in the event of internal email servers being offline.
- 2.4. This service shall be able to filter outbound email messages for custom content and viruses and allow for automated signature.
- 2.5. This service shall be able to provide TLS-compliant email managed service.

4. **EVALUATION**

In accordance with the Arizona Procurement Code 41-2535, procurements shall not exceed the aggregate amount of fifty thousand dollars, awards shall be made to the responsible offeror submitting the quotation, which is most advantageous to the state and conforms to the solicitation. **Criteria are in order of preference.**

- Explain your past experience for companies and governments. Highlight specific examples and provide a list of references.
- Please fill in the front page with the cost of your products that most closely matches the Scope of Work. Add to the price list if needed

Proposal shall include experience, references and examples.

5. **DELIVERABLES**

- 5.1. Offeror shall work with the Information Technology group to insure product performs to Scope of Work.

6. **PAYMENT AND INVOICING REQUIREMENTS**

- 6.1 A current W-9 must be on file with Commerce.



Scope of Work

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